



City of Dayton, Ohio
Department of Central Services
Division of Purchasing

Website Design

15% SBE Participation

REQUEST FOR QUALIFICATIONS (RFQ) No. 15027N

February 2015

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SECTION 1 – QUALIFICATIONS INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFQ Process to:

City of Dayton, Division of Purchasing, Room 514
Nicole Fox
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4041
Fax: (937) 236-1400
E-Mail: nicole.fox@daytonohio.gov

All communications/questions concerning this RFQ must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFQ Schedule). Written responses will be prepared by the City and posted on the city's web site by the date listed in *Section 1.02*. Changes to this RFQ will be made only by formal written correspondence issued by the City.

A copy of this qualifications and any additional documentation may be found at the City of Dayton's website at:
<http://daytonohio.gov/bid>

1.02 RFQ SCHEDULE. The following is the anticipated schedule for the RFQ Process:

Issue RFQ:	February 24, 2015
Last Day to Submit Questions:	4:00 PM local (Dayton OH) time on March 6, 2015
Written Responses to Questions:	March 13, 2015
Due Date for Qualifications:	4:00 PM local (Dayton OH) time on March 20, 2015

1.03 SUBMITTING QUALIFICATIONS. Each Contractor seeking consideration for performance of services related to the project must submit Qualifications. Proposers are to submit one original copy signed by an officer authorized to bind the company and ten (10) copies of their written qualifications. All qualifications shall be sealed, properly addressed with the name of the Contractor and sent to:

RFQ No.15027N – Website Design
City of Dayton, Division of Purchasing, Room 514
Nicole Fox
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed qualifications must be received at the above address, in Room 514 by 4 p.m. on the date indicated in Section 1.02 (RFQ Schedule). Qualifications received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the qualifications. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed qualifications are **not** acceptable.

The City reserves the right to reject any and all qualifications, to waive any irregularities in a qualification, or to accept the qualifications(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a qualifications unless otherwise restricted in the RFQ or issue subsequent Requests for Qualifications. The City reserves the right to approve or reject any sub-Contractors proposed for work under this qualification or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of qualifications received, without seeking further information for clarification from proposers. Upon review of qualifications, the City may designate the most qualified qualifications as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFQ.

The City does not guarantee that any contract will be awarded as a result of this RFQ. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.04 REQUIRED QUALIFICATIONS CONTENTS. All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the qualifications may be considered as non-responsive. Contractors are required to submit the following information in their qualifications:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the qualifications. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFQ. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** - The street address of the proposer's company headquarters.
 - **Local Office of Proposer** - Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - **Please list and Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Qualifications Response** as per Section 2.
- **Statement of Exceptions to RFQ requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFQ, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFQ section/sub-section numbers. Any other departures from the city's RFQ are to be identified and failure to do so shall make the qualifications non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFQ Requirements.
- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.05 Items that Disqualify a Vendor Immediately.

- Incomplete or non-responsive qualifications
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.06 CRITERIA. The selection committee will evaluate each qualifications submitted based on the following criteria. After receipt and review of the written qualifications, the City may elect to have the qualifications presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFQ will be considered in the Evaluation process of this RFQ. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in qualifications only.**

Do you meet the 15% SBE Participation Goal? YES NO

If NO, did you complete the Waiver Request Form (EXHIBIT D)? YES NO

Evaluation Criteria for Website Services		
Item	Description	Percentage Possible
1	Previous Experience with Government/Nonprofit Clients	30%
2	Support services (training, SEO, content migration and maintenance)	30%
3	Quality of CMS and other web-related products	25%
4	Key Personnel	10%
5	Dayton Local Business	5%
6	Total Points	100%

Evaluation Criteria for Branding Services		
Item	Description	Percentage Possible
1	Previous Experience with Government/Nonprofit Clients	25%
2	Methodology	30%
3	Quality of brand standards outline	25%
4	Key Personnel	15%
5	Dayton Local Business	5%
6	Total Points	100%

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton’s Office of Public Affairs is seeking qualifications from highly experienced and professional marketing firms to 1) design, develop, launch and help maintain a new City website to serve the local government’s diverse audiences, and 2) create a new brand identity to visually represent the City of Dayton in a variety of applications. *Vendors may choose to submit qualifications for just one or both of the projects.*

Website. The City is seeking to replace its current website at daytonohio.gov by restructuring the content and applications on a new, open source content management system (CMS). By doing so, the City aims to create a more user-centric experience for citizens, businesses, visitors and other stakeholders that visit the website to find information and request services online. At the end of the project, the City desires a robust, scalable and multi-functioning website that will allow for greater transparency and customer service to its constituents.

Branding. The City will leverage its website overhaul to simultaneously launch a new public-facing brand for the local government. In this way, the new daytonohio.gov will serve as a flagship for the application of the new brand, with brand adoption gradually rolling out in other applications such as office products, signage and City vehicles as they are updated or replaced. A new City logo, a branded website design, and a fresh set of brand standards should unite the City’s diverse departments, services, programs and initiatives under a single identity.

2.02 BACKGROUND INFORMATION. The City of Dayton currently manages its website through an internally-hosted Microsoft SharePoint 2007 CMS. As advances in technology and new trends in online marketing have shifted the landscape of digital communications, the City requires a website that can meet the demands and expectations of an evolving spectrum of audiences. A new website will embrace the latest online marketing standards while positioning the organization for scalability in the future.

Regarding the brand, the City of Dayton currently implements the City seal as a brand identity for official communications. While the seal will still play a significant role in official documents, internal communications, and certain office applications, the local government needs a more approachable brand identity that encourages citizens and other stakeholder groups to connect with the City and take pride in the place where they live, work, play and visit. The City has seen several brands come out of different departments, programs and campaigns in the past; this new brand would effectively supersede those identities and unite City functions under a single brand identity.

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

Website. The website project will involve the full development and implementation of a new website to reside at daytonohio.gov, as well as a certain degree of website maintenance service and support post-launch. The City’s Intranet will not be part of this project. The website should provide integration capabilities with the City’s other online tools and applications, included but not limited to: PublicStuff “Dayton Delivers” app, Hansen, Esri GIS tools, e-procurement sites, Accela software solutions, and eInvoices bill payment systems.

The following qualifications are requested for vendors that wish to bid on the website project:

- At least 10 years of experience in building municipal and/or nonprofit websites.
- Five (5) references from government or nonprofit website projects (see Section 1.04, final bullet).
- Experience and competency in building on at least one open source CMS. For this RFQ, please list all open source content management systems that the firm offers, including two sample sites for each CMS.

- Content migration support. Please explain your firm's standard operating procedures for bringing content over from clients' old websites, including the distinction between client and vendor roles in the process and any applicable rates for these services.
- Proven knowledge of search engine optimization (SEO). Please describe the firm's experience with building client SEP and training client staff to implement SEO best practices for content management.
- Capacity to provide post-launch services. For this RFQ, please list all the web maintenance and support services provided by the firm, along with itemized hourly, monthly, or annual rates where applicable.
- Proof of training services. Provide a detailed explanation of how your firm trains its clients to manage the website CMS post-launch.

Branding. The branding project will require a comprehensive brand standards document that will guide, regulate and promote the appropriate use of a new logo and other brand assets. This document should include a variety of application guidelines for multiple media and formats. In addition, the vendor that develops the brand will also be asked to apply this new brand to the City's new website.

The following qualifications are requested for vendors that wish to bid on the branding project:

- At least five (5) years of experience of branding government and/or nonprofit organizations and programs.
- Five (5) references from government and/or nonprofit branding projects (see Section 1.04, final bullet).
- Comprehensive brand standard execution. Please provide an outline of a typical brand standards document.
- Proven methodology. Describe in detail the process which the firm follows to develop new brands.
- Five (5) sample brands for government and/or nonprofit organizations or programs. Please include three (3) sample applications each, including website design when applicable.

If the website and branding projects are awarded to two different vendors, both firms will be expected to coordinate with one another to implement the website application of a new brand identify.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form

of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to review the list of Minority, Women and Small Businesses at www.daytonohio.gov/departments/hrc for certified subcontractors.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFQ. All materials and documents submitted by the proposer in response to this RFQ shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must file an Affirmative Action Assurance form ("AAA Form") with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1413 (Office)
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on Month Day, 20xx, whichever date is earlier.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City is responsible for all matters described in an Exhibit, City's Responsibilities, which is incorporated herein by reference.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability

Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
Address: _____
City, State Zip Code _____
Attention: _____
Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.



City of Dayton, Ohio
Department of Public Affairs
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EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this qualifications will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership ☐ Sole Proprietorship ☐ Franchise ☐ Partnership ☐ Corporation
 ☐ Joint Venture ☐ LLC ☐ Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your qualifications.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☐ Yes ☐ No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this qualifications on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:

Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

--

Local Office of Proposer: Office nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Department of Public Affairs
Website Design
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EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFQ No. 15027N. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



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EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____

Signature/Title: _____
Federal I.D.#: _____
Phone No.: _____
FaxNo.: _____

EXHIBIT D – PARTICIPATION/WAIVER REQUEST FORM**(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM****Project Name:** _____

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid qualifications, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

		Please Check One					
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed	
Certified Business Firm Name:							
Tax I.D. Number:							
Street Address:							
City/State/ Zip Code:							
Phone (area code/#):	E-mail:						
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____					Total \$ to subcontract _____	Total % subcontract: _____	
PRIME CONTRACTOR'S REPRESENTATIVE					Street Address		
Print Name:							
Sign Name:					City/State/Zip		

City of Dayton, Ohio
Department of Public Affairs
Website Design
RFQ No. 15027N
February 2015

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____ **Participation Goal (list only one):** _____

Submit a separate form for each goal for which you are requesting a waiver. A Bidder Requesting a waiver of the **(circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3)** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The City of Dayton Human Relations Council (HRC) shall review and evaluate the Bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a Waiver for SBE/MBE/WBE/DLSB goals based on good faith efforts; DBE goals based on good faith efforts; HUD Section 3 goals based on efforts to the greatest extent feasible; and only where the HRC determines that the bidder has obtained at least seventy-five (75) points from the following list of activities. **This form must be completed and submitted with your bid if you are requesting a waiver of any goal.**

#	Points Possible	Activity Description	Points Requested	Points Approved
1	20	Solicited the interest of all certified MBE/WBE/SBE/DLSB/ or DBE or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest within ten (10) business days of the bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB/ or DBE or HUD3 sufficient time to respond to the solicitation.		
2	20	Negotiated with MBE/WBE/SBE/DLSB/ or DBE or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration.		
3	15	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB/ or DBE or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.		
4	15	Rejected MBE/WBE/SBE/DLSB/ or DBE or HUD3 as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.		
5	10	Provided interested MBE/WBE/SBE/DLSB/ or DBE or HUD3 with, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract within ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.		
6	10	Contacted the Minority Business Assistance Center (MBAC) and used the services of community organizations, contractors' groups, local, state and federal business assistance offices, and other organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB/ or DBE or HUD3).		
7	5	Assisted interested MBE/WBE/SBE/DLSB/ or DBE or HUD3 that responded to the bidder's solicitation in actually obtaining bonding, lines of credit, or insurance as required by the City or the bidder.		
8	5	The bidder is actively participating in an ongoing Joint Venture or Strategic Partnership (R.C.G.O. § 35.41), documented mentor/protégé program or documented construction management program with a certified MBE/WBE/SBE/DLSB/ or DBE or HUD3 in the assistance of their business growth and development.		
	100	Bidding Company Name:		